CHARITIES AND TRUSTS FOR CHARITABLE USES — WHAT CONSTITUTES CHARITIES — BEQUEST FOR MASSES. — The testator in his will bequeathed sums of money to religious bodies for the celebration of masses. *Held*, that such gifts are not illegal. *Bourne* v. *Keane*, [1919] A. C. 815 (House of Lords).

The validity of a bequest for masses is sustained or denied in different jurisdictions on varying grounds. One view, maintained by an increasing number of courts, holds that such a gift establishes a valid charitable trust. *Schouler, Petitioner*, 134 Mass. 426; *Gilmore* v. *Lee*, 237 Ill. 433, 86 N. E. 568; *Webster* v. *Sughrow*, 69 N. H. 380, 45 Atl. 139. The celebration of masses is publicly conducted and therefore the benefit conferred is not confined solely to that received by the testator. Some courts uphold the gift as a private trust which may not extend beyond the period of perpetuities. *Re Zeagman*, 37 Ont. L. Rep. 536. See *Kehoe* v. *Wilson*, 7 L. R. Ir. 10, 16. New York and other states hold that a private trust is attempted which fails, however, under the doctrine of *Morice* v. *Bishop of Durham*, for lack of a definite beneficiary. *Holland* v. *Alcock*, 108 N. Y. 312, 15 N. E. 302; *Festorazzi* v. *St. Joseph's Catholic Church*, 104 Ala. 327, 18 So. 394. But see *In re Eppig's Estate*, 63 Misc. 613, 118 N. Y. Supp. 683. Still a fourth view regards the bequest, if made to a specific priest, as a gift, conditioned upon the requested services being performed. *Sherman* v. *Baker*, 20 R. I. 449, 40 Atl. 11; *Harrison* v. *Brophy*, 59 Kan. 1, 51 Pac. 883. In England, however, on the basis of an early statute these trusts were held illegal as a superstitious use. *Adam's & Lambert's Case*, 4 Coke, 104 b. See 1 EDW. VI, c. 14. See also DUKE, CHARITABLE USES, 126. And they were so held even after the passage of Catholic relief acts. *West* v. *Shuttleworth*, 2 Myl. & K. 684; *Heath* v. *Chapman*, 2 Drew. 413. In the principal case, however, the House of Lords overrules a long line of decisions and holds that a bequest for masses is not illegal, though it is left undecided whether it is charitable or not. This decision, coupled with a late case, in which the House of Lords sustained a trust to promote atheism, indicates an increasingly liberal attitude of the English judiciary towards free religious belief. See *Bowman* v. *Secular Society*, [1917] A. C. 406; 31 HARV. L. REV. 289.

CHARITIES AND TRUSTS FOR CHARITABLE USES — WHAT CONSTITUTE CHARITIES — BEQUEST FOR THE BENEFIT OF "DESERVING" MEMBERS OF A SPECIFIED RELIGIOUS CREED UPON MARRIAGE. — A testator directed his trustees to invest £2000 in their names in certain securities, and "once in every three years from my decease select at their absolute discretion a deserving Jewish girl, giving the preference to relations of mine, and to pay to such selected girl on her marriage the income from the securities." A summons raised the question whether such a bequest is charitable. *Held*, that it is. *In re Cohen*, 36 T. L. R. 16.

The court in the principal case supported the bequest on the ground that it tended to encourage marriage among Jews, and that it was for the benefit of the Jewish religion. The statute 43 Elizabeth, c. 4, is generally considered as broadly defining what purposes are charitable. See *Morice* v. *Bishop of Durham*, 9 Ves. 399, 405. See also 29 HARV. L. REV. 793. A gift for the encouragement of marriage, even among members of a particular race or creed, is not found within the terms of that statute, and, it would seem, is not embraced within the spirit of it. It is difficult to support the bequest as a gift for a religious purpose, since the benefit to the Jewish religion from the trust is too remote. *Cf. Laverty* v. *Laverty*, [1907] 1 I. R. 9. See also *Hester* v. *Hester*, 2 Ired. Eq. (N. C.) 330, 340. Religious purposes are charitable only when they tend directly or indirectly toward the instruction or edification of the public. *Cocks* v. *Manners*, L. R. 12 Eq. 574. See TUDOR, CHARITABLE TRUSTS, 3 ed., 9. But the decision might be supported on the ground that there is a trust for the relief of poverty. Though the term "deserving" does not necessarily mean "poor," it might well

be construed to refer solely to needy girls. The money is to be paid over upon marriage when presumably the girl's need for financial aid is greatest. A bequest "to the widows and orphans of Linfield" has been held charitable as a relief of poverty. *Atty.-Gen'l* v. *Comber*, 2 Sm. & St. 93. See also *Powell* v. *Atty.-Genl*, 3 Mer. 48; *Thompson* v. *Corby*, 27 Beav. 649. Likewise one for "deserving literary men who have not been very successful." *Thompson* v. *Thompson*, 1 Coll. 395. Yet all those bequests were in terms equally applicable to poor or rich. But compare *In re Sutton*, 28 Ch. D. 464; *Nichols* v. *Allen*, 130 Mass. 211.

CONSTITUTIONAL LAW — EQUAL PROTECTION OF THE LAWS — RIGHT OF WOMEN TO SAME CRIMINAL PENALTIES AS ARE IMPOSED ON MEN. — The defendant woman was convicted of keeping a liquor nuisance and committed to the state farm for women for an indeterminate period with a six months' maximum under a state statute. A man convicted of the same offense would have received a definite sentence with a six months' maximum. Defendant appeals from the penalty on the ground that the statute differentiating women violated the Fourteenth Amendment, guaranteeing equal protection of the laws. *Held*, that the statute is constitutional. *State* v. *Heitman*, 181 Pac. 630. (Kan.).

For a discussion of this case, see NOTES, p. 449.

CONSTITUTIONAL LAW — WORKMEN'S COMPENSATION ACTS — LIABILITY WITHOUT FAULT — FACIAL DISFIGUREMENT. — The plaintiff sustained, in the course of a hazardous employment, accidental injuries which resulted in serious facial disfigurement. He sued his employer under a New York statute providing for compensation by the employer for such disfigurement. (WORKMEN'S COMPENSATION LAW, § 15, subd. 13.) *Held*, that the plaintiff may recover. *New York Central R. R. Co.* v. *Bianc*, U. S. Sup. Ct., October Term, 1919, No. 374.

It is now well settled that employers may be stripped, by legislation, of common-law defenses, such as contributory negligence or assumption of risk, in suits by employees for injuries arising in the course of employment. *New York Central R. R. Co.* v. *White*, 243 U. S. 188; *Mountain Timber Co.* v. *Washington*, 243 U. S. 219. Furthermore, the employer may be made liable for accidental injuries in a hazardous industry, though morally not culpable. *Arizona Employers' Liability Cases*, 250 U. S. 400. See 33 HARV. L. REV. 86. Such changes of the common law are not arbitrary, since they merely shift the burden of human wastage to the industry which is responsible for it. See Eugene Wambaugh, "Workmen's Compensation Acts," 25 HARV. L. REV. 129. The amount of compensation may be determined with or without a jury, by prescribed scale or by jury estimate of actual loss. *New York Central R. R. Co.* v. *White*, *supra*; *Arizona Employers' Liability Cases*, *supra*. Usually the legislation takes as the basis for compensation the impairment of earning power. Disfigurement, especially of face, may well cause a loss of earning power, irrespective of its effect upon the mere capacity for work. *Ball* v. *Hunt & Sons, Ltd.*, [1912] A. C. 496. But even though a statute allows compensation for pain and disfigurement, in addition to that for loss of earning power, it is not unreasonable. *Arizona Employers' Liability Cases*, *supra*. Even at common law, where pain and suffering accompany physical injury from without, they may be considered as an element of damages. *U. S. Express Co.* v. *Wahl*, 168 Fed. 848; *Coombs* v. *King*, 107 Me. 376, 78 Atl. 468; *Patterson* v. *Blatti*, 133 Minn. 23, 157 N. W. 717. Accordingly, the principal case seems clearly correct in upholding the reasonableness of a statute allowing compensation for disfigurement alone, where caused by a hazard of the industry.

CORPORATIONS — DIRECTORS AND OTHER OFFICERS — LIABILITY OF PRESIDENT TO CORPORATION FOR SECRET PROFITS. — The defendant, the president of a corporation, in consideration of a bonus, secretly agreed with A to release